

Exhibit 7

CAUSE NO. 2018-PR02471-1-A

JEFFREY RAY GROOMS, Independent	§	IN THE PROBATE COURT
Administrator the Estate of Evelyn	§	
Christine Grooms, Deceased,	§	
	§	
Plaintiff / Counter-Defendant,	§	
	§	
v.	§	
	§	
THE BANK OF NEW YORK MELLON	§	
TRUST COMPANY, N.A., AS TRUSTEE	§	
FOR MORTGAGE ASSETS	§	
MANAGEMENT SERIES I TRUST, and	§	
COMPU-LINK CORPORATION dba	§	NO. 1
CELINK,	§	
	§	
Defendants / Counter-Plaintiffs /	§	
Third-Party Plaintiffs,	§	
	§	
v.	§	
	§	
JEFFREY RAY GROOMS, Individually,	§	
PAULA GROOMS DAVIS, and	§	
MICHAEL GROOMS,	§	
	§	
Third-Party Defendants.	§	TARRANT COUNTY, TEXAS

**SECOND SUPPLEMENT TO DEFENDANT’S SECOND AMENDED ANSWER,
FIRST AMENDED COUNTERCLAIM, AND ORIGINAL THIRD-PARTY COMPLAINT**

Defendants/Counter-Plaintiffs/Third-Party Plaintiffs The Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust (“BNYM”) and Compu-Link Corporation d/b/a Celinek (“Celinek” and together with BNYM, “Defendants”), hereby file this their Second Supplement to their Second Amended Answer, Amended Counterclaim Against Jeffrey Grooms, Independent Administrator of the Estate of Evelyn Christine Grooms, Deceased, and Original Third-Party Complaint Against Jeffrey Ray Grooms, Individually, Paula Grooms Davis and Michael Grooms, and show as follows:

III. COUNTERCLAIM AND THIRD-PARTY COMPLAINT

C. Summary of Facts

1. Christine Grooms warranted clear title to the Property at the time she signed the Loan Agreement.

D. Causes of Action

NINTH CAUSE OF ACTION – BREACH OF CONTRACT/WARRANTY OF TITLE (AGAINST PLAINTIFF ONLY)

2. The foregoing paragraphs are incorporated by reference for all purposes.

3. Defendants assert an alternative claim against Plaintiff on for breach of contract based on warranty of title to the Property.

4. Christine Grooms warranted title to the Property and agreed to defend title against all adverse claims, to wit:

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands...

(Deed of Trust at p.2.)

5. The Loan Agreement is a contract and Defendants performed their obligations fully thereunder. Plaintiff breached the contract by failing to substantially perform material obligations required under it (principally, breaching the covenant of title). Such breach is the proximate cause of injury and damages to Defendants. Defendants seek damages incurred for Plaintiff's breach and indemnification for any loss Defendants sustain as a result of a defect in title.

6. Defendants have been forced to hire the undersigned attorneys to seek damages for Christine Grooms's breach of contract. Defendants are therefore entitled to seek judgment

against Plaintiff for their reasonable attorney fees in this action, both through trial and in the event of a subsequent appeal, as provided by the Deed of Trust and by statute. TEX. CIV. PRAC. & REM. CODE § 38.001(8).

7. All conditions precedent have been performed or have occurred.

WHEREFORE, PREMISES CONSIDERED, Defendants pray that:

- a. Plaintiff takes nothing on his claims;
- b. a declaration be ordered that Defendant BNYM holds the first and superior lien on the Property; or in the strict alternative a declaration from this Court that BNYM's interest in the Property is superior to any interest in the Property held by Plaintiff and/or Third-Party Defendants Jeffrey Ray Grooms, Individually, Paula Grooms Davis, and Michael Grooms;
- c. a declaration be ordered that Defendants' lien against the Property shall be enforced by a judgment of foreclosure; that through the foreclosure sale, whether by judicial or non-judicial sale, the purchaser of the Property is vested with all right, title, and interest to the Property; and that a judgment possession issue in favor of such purchaser in the event of a judicial foreclosure;
- d. alternatively, Defendants recover on their claims of fraud and breach of contract;
- e. Defendants be awarded attorney fees and costs of suit as provided herein; and
- f. All other relief, in law and in equity, to which Defendants are entitled.

Respectfully submitted,

By: /s/ Mark D. Cronenwett
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served via electronic service on January 21, 2021 on the following counsel of record:

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